

**Exhibit 1****Relative Priorities  
(in descending order of priority)**

<b>Term Priority Collateral</b>	<b>Postpetition ABL Priority Collateral</b>
Carve Out	Carve Out
Prepetition Permitted Liens	Prepetition Permitted Liens
Adequate Protection Liens (for Prepetition Term Loan Lenders) Adequate Protection Superpriority Claims (for Prepetition Term Loan Lenders)	Adequate Protection Liens (for Prepetition ABL and FILO Lenders) Adequate Protection Superpriority Claims (for Prepetition ABL and FILO Lenders)
Prepetition Term Loan Liens Prepetition Term Loan Obligations	Prepetition ABL and FILO Liens Prepetition ABL/FILO Obligations
Adequate Protection Liens (for Prepetition ABL and FILO Lenders) Adequate Protection Superpriority Claims (for Prepetition ABL and FILO Lenders)	Adequate Protection Liens (for Prepetition Term Loan Lenders) Adequate Protection Superpriority Claims (for Prepetition Term Loan Lenders)
Prepetition ABL and FILO Liens Prepetition ABL/FILO Obligations	Prepetition Term Loan Liens Prepetition Term Loan Obligations

## **Exhibit 2**

### **Events of Default and Cash Collateral Termination Events**

The occurrence of any of the following events, unless consented to or waived (as applicable) by the Prepetition ABL Agent and the Prepetition FILO Agent in advance, in writing, in their sole and absolute discretion, shall constitute an Event of Default and/or a Cash Collateral Termination Event under this Interim Order:

1. The failure of the Debtors to perform, in any material respect, any of the material terms, provisions, conditions, covenants, or obligations under this Interim Order;
2. The failure to timely achieve any Milestone;
3. The filing of a motion or any plan of reorganization or liquidation or disclosure statement attendant thereto by any of the Debtors: (i) to obtain financing under section 364(d) of the Bankruptcy Code not otherwise permitted pursuant to this Interim Order or that does not result in the Payment in Full of all Prepetition ABL/FILO Obligations at the time of closing of such financing; (ii) to grant any lien other than Permitted Prior Liens upon or affecting any Postpetition Collateral; or (iii) except as provided in this Interim Order, to use Cash Collateral under section 363(c) of the Bankruptcy Code;
4. The entry of an order amending, supplementing, staying, vacating or otherwise modifying the Interim Order or the Cash Management Order, the filing by a Debtor of a motion for reconsideration with respect to the Interim Order or the Cash Management Order, or the Interim Order shall cease to be in full force and effect;
5. The payment of, or application by the Debtors for authority to pay, any material amount on account of a prepetition claim unless in accordance with an order of the Court and the Approved Budget;
6. The appointment of an interim or permanent trustee in the Chapter 11 Cases or any Successor Cases;
7. The entry of an order approving, relief from or modifying the automatic stay of section 362 of the Bankruptcy Code (i) to allow any creditor (other than the Prepetition ABL Agent or the Prepetition FILO Agent) to execute upon or enforce a lien on any of Prepetition Collateral or Postpetition Collateral, (ii) approving any settlement or other stipulation with any secured creditor, or (iii) with respect to any lien on or the granting of any lien on any Postpetition Collateral or Prepetition Collateral to any federal, state or local environmental or regulatory agency or authority;
8. The entry of any order of the Court authorizing any claims or charges entitled to superpriority administrative expense claim status in any Chapter 11 Case pursuant to section 364 of the Bankruptcy Code *pari passu* with or senior to the claims of the Prepetition Secured Creditors under this Interim Order or there shall arise or be granted by the Court (i) any claim having priority over any or all administrative expenses of the kind specified in clause (b) of section 503 or clause (b) of section 507 of the Bankruptcy Code or (ii) any lien on the Prepetition Collateral or Postpetition Collateral having a priority senior or *pari passu* with the liens and security interests granted herein, except, in each case, as expressly provided in this Interim Order;
9. The filing of any motion or pleading by the Debtors for entry of an order (or to stay, vacate, reverse,

amend, or modify the Interim Order or Final Order) in a manner adverse to the Prepetition Secured Creditors;

10. Any Debtor shall file any pleading challenging, supporting or encouraging a challenge of any payments made with respect to the Prepetition ABL/FILO Obligations;
11. The Committee commences a Challenge with respect to any of the Prepetition ABL/FILO Obligations and the Court enters a judgment in favor of the Committee with respect to such Challenge;
12. The entry of any order by the Court granting, or the filing by any Debtor of any motion or other request with the Court seeking authority for the use of cash proceeds of any Prepetition Collateral or Postpetition Collateral other than as set forth in this Interim Order or to obtain any financing under section 364(d) of the Bankruptcy Code not otherwise permitted under the Interim Order;
13. Any Debtor or any person on behalf of the Debtor shall file any motion seeking authority to consummate a sale of Prepetition Collateral or Postpetition Collateral outside the ordinary course of business not otherwise permitted hereunder or without the consent of the Prepetition ABL Agent and the Prepetition FILO Agent; and
14. Any Debtor shall make any payment of principal or interest or otherwise provide any credit on account of any prepetition indebtedness or payables other than payments (i) under customary "first day orders" or other order of the Court as approved by the Prepetition ABL Agent and Prepetition FILO Agent in writing, and (ii) payments approved by the Prepetition ABL Agent and Prepetition FILO Agent, in writing, in each case in accordance with the Approved Budget.

### **Exhibit 3**

#### **Milestones**

The Debtors must achieve each of the following milestones (as the same may be extended from time to time with the consent of the Prepetition ABL Agent and the Prepetition FILO Agent):

1. On or prior to the Petition Date, one or more of the Debtors and a purchaser (the “Stalking Horse”) shall have signed a stalking horse purchase agreement in form and substance acceptable to the Prepetition ABL Agent and the Prepetition FILO Agent (the “Stalking Horse APA”) for the sale of substantially all of the Debtors’ assets (the “Sale”);
2. On the Petition Date, the Debtors shall file (a) a motion seeking approval of the use of cash collateral, in form and substance acceptable to the Prepetition ABL Agent and the Prepetition FILO Agent, (b) a motion to approve the bidding procedures and sale process with respect to the Sale and approve the designation of the Stalking Horse as stalking horse, and the terms of which (and any related bidding procedures and orders) shall be in form and substance acceptable to the Prepetition ABL Agent and the Prepetition FILO Agent and be consistent with the Milestones herein (the “Bidding Procedures Motion”);
3. On or before three (3) business days after the Petition Date, the Interim Order shall have been entered by the Court;
4. On or before ten (10) days after the Petition Date, the Debtors shall have filed a motion requesting, and within twenty-six (26) calendar days after the Petition Date shall have obtained, an order of the Court extending the lease assumption/rejection period such that the lease assumption/rejection period shall be 210 days after the Petition Date;
5. On or before twenty-six (26) calendar days after the Petition Date, an order approving the Bidding Procedures Motion in form and substance acceptable to the Prepetition ABL Agent and the Prepetition FILO Agent and consistent with the Milestones herein shall have been entered (the “Bidding Procedures Order”);
6. On or before twenty-six (26) calendar days after the Petition Date, the Final Order shall have been entered by the Court;
7. On or before twenty-eight (28) calendar days after the Petition Date, the deadline for submission of bids for the Sale shall have occurred pursuant to the Bidding Procedures Order;
8. On or before thirty (30) calendar days after the Petition Date, the Debtors shall have concluded the auction (if any) for the Sale (the “Auction”);
9. On or before eight (8) calendar days after conclusion of the Auction (if any), the Debtors shall have obtained an order from the Court approving a winning bid for the Sale that is acceptable to the Prepetition ABL Agent and the Prepetition FILO Agent in each of their sole discretion (the “Approved Sale” and the “Sale Order”);
10. On or before two (2) business days after entry of the Sale Order, the Debtors shall have consummated the Approved Sale (and if the Approved Sale is for a full-chain liquidation, the Debtors shall have commenced the full-chain liquidation); and

11. On or before the earlier of (a) the closing of the Approved Sale, and (b) February 14, 2025, the Prepetition ABL/FILO Obligations shall have been Paid in Full.

**Exhibit 4**

**Approved Budget**

[illegible]